

EXHIBIT A

COVINGTON & BURLING

1201 PENNSYLVANIA AVENUE, N. W.

P.O. BOX 7566

WASHINGTON, D.C. 20044-7566

(202) 662-6000

FACSIMILE: (202) 662-6291

ROBERT J. GAGE

DIRECT DIAL NUMBER

(202) 662-5636

DIRECT FACSIMILE NUMBER

(202) 778-5636

rgage@cov.com

LECONFIELD HOUSE

CURZON STREET

LONDON W1Y 8AS

ENGLAND

TELEPHONE: 44-171-495-5655

FACSIMILE: 44-171-495-3101

KUNSTLAAN 44 AVENUE DES ARTS

BRUSSELS 1040 BELGIUM

TELEPHONE: 32-2-549-5230

FACSIMILE: 32-2-502-1598

July 9, 1999

Delphi Automotive Systems Corporation
5725 Delphi Drive
Troy, Michigan 48098-2815

Attention: David N. Goldsweig, Esquire
Assistant General Counsel

Re: Covington & Burling Legal Services for
Delphi Automotive Systems Corporation

Dear David:

We are pleased to confirm that Covington & Burling will provide legal assistance to Delphi Automotive Systems Corporation with respect to antitrust and government contract matters when requested by Delphi Automotive systems Corporation. We have also agreed to second our associate attorney, Eric Phillips, to you for a three-month period, as further described below. It is understood that our client in this representation is Delphi Automotive Systems Corporation and its subsidiaries. By subsequent mutual agreement, our services may be extended to other matters or other related entities. The provisions of this letter will apply, unless otherwise subsequently agreed to in writing, to any such expanded or subsequent representation.

We have confirmed from our records that we do not have any outstanding adverse representation of another client on any matter that is substantially related to the representation described in this letter, and we undertake that we will not, without your prior consent, undertake any such adverse representation in the future. The same shall apply with respect to any other matters on which we agree to represent Delphi Automotive Systems Corporation or any of its subsidiaries or affiliates in the future. On the other hand, we reserve the right (and you by accepting our representation on these terms consent thereto) to continue to represent or to undertake the representation of new or existing clients in matters not substantially related to our representation in this matter, even though the interests of the other clients in those matters may be adverse to those of Delphi Automotive Systems Corporation and any of its subsidiaries or affiliates.

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Unless otherwise subsequently agreed to in writing, charges for lawyers, legal assistants and other professionals employed by us will be in accordance with our standard billing rates as in effect at the time services are rendered. By letters dated June 18, 22 and 23, we have proposed the Firm's initial rate structure and travel policy, as tailored to your requirements. Our rates are adjusted annually, usually as of October 1, the start of our fiscal year. Generally, our statements for services will be rendered monthly, although statements may be rendered more or less frequently depending upon the circumstances and amounts involved.

We have agreed to second our associate, Eric Phillips, to you for a three-month period. We will bill you monthly, in arrears, for his service at the rate of \$30,000 per month. Phillips will remain our employee, and we will be solely responsible for all his insurance and other employee benefits. We will also be solely responsible for Phillips' transportation and lodging expenses. As Phillips remains our employee, we will need to check in advance through our conflicts system all matters on which Phillips will be called to render advice to Delphi Automotive Systems Corporation with the understanding that he will be excused from any matter which, in our opinion, raises issues of conflict of interest.

Our statements will also include our usual and customary charges for support services incurred on your behalf, such as printing, duplicating, transcripts, computer research, telecommunications, secretarial overtime (where attributable to your special needs), mail, deliveries and the like, as well as out-of-pocket costs such as travel (subject to our arrangements). It is our general practice to ask our clients to pay directly to the supplier for certain larger charges and expenses incurred on behalf of the client. Examples of such charges and expenses are expert witness fees, fees for local or special counsel and certain transcript charges. Invoices received by us for such items will be forwarded to you promptly for direct payment.


As a professional partnership, we do not have the resources to provide financing to our clients. Accordingly, we expect payment in full of our statements within 30 days of the date rendered. If you should have a question regarding a particular charge or other aspect of a statement, the portion not subject to question should be paid within the specified period and the question put to us within that time. Because there have been instances where clients have been substantially in arrears in payment of our statements, we reserve the right to charge interest on any portion of a statement that is not paid within the specified period and suspend services until satisfactory payment arrangements are made or, if necessary, to terminate such services.

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If the foregoing plan of representation is acceptable to Delphi Automotive Systems Corporation, please indicate concurrence by signing and returning a copy of this letter to me. We look forward to working with you.

Sincerely yours,




Robert J. Gage

cc: Logan G. Robinson, Esquire
Mr. Buffon
Mr. Denniston
Mr. Rule

AGREED TO:

DELPHI AUTOMOTIVE SYSTEMS CORPORATION

By: 
David N. Goldsweig
Assistant General Counsel

7/15/99